

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

TAMMY ANGELL,

Plaintiff,

V.

WALMART, INC., and
GROUP HEALTH COOPERATIVE
OF EAU CLAIRE,

Defendants.

Case No.: 3:21-cv-00736

ANSWER, COUNTERCLAIM AND CROSS-CLAIM

Group Health Cooperative of Eau Claire (GHC), by its attorneys, Falk Legal Group, Answers the Complaint, Counterclaims against the Plaintiff(s) and Cross-Claims against all Defendants as follows:

1. In response to the allegations set forth in the Complaint regarding the identity of the parties, GHC lacks knowledge or information sufficient to form a belief as to the truth of such allegations, except those allegations regarding the identity of GHC, which allegations are admitted, as modified in this Answer.

2. In response to the allegations set forth in the Complaint regarding the accident or incident which is alleged to have caused injuries and damages to the Plaintiff, GHC lacks knowledge or information sufficient form a belief as to the truth of such allegations.

3. In response to the allegations set forth in the Complaint regarding the nature, extent and the amount of the injuries and damages to the Plaintiff, GHC lacks knowledge or information sufficient to form a belief as to the truth of such allegations.

4. GHC appears in this action by its counsel and asserts its rights to subrogation, reimbursement and recovery of the full amount of the payments made, or to be made, whether equitable or legal, to the full extent allowed under applicable law and the terms and conditions set forth in the Policy, including all coverage exclusions and associated reimbursement and recovery rights in connection with this answer. GHC denies any allegations in the Plaintiff's Complaint and in any other pleading filed by any other party to this action, whether by complaint, cross-claim, counterclaim or otherwise, to the extent contrary to or inconsistent with GHC's assertion of its contractual and common law subrogation, reimbursement and recovery rights.

COUNTERCLAIM AND CROSS-CLAIM

GHC, by its attorneys Falk Legal Group, counterclaims against the Plaintiff and cross-claims against all Defendants as follows:

5. GHC incorporates by reference and re-alleges as though fully set forth, on information and belief, the allegations of the Plaintiff's Complaint, except for those concerning the nature, extent, and amount of injuries and damages, and except as otherwise modified herein.

6. At all times material to this Claim and Cross-Claim, the Plaintiff(s) were insured under a health insurance policy issued by GHC (the "Policy").

7. GHC has paid for healthcare treatment on behalf of the Plaintiff(s) in the amount of \$566.20 to date, in accordance with the Policy and applicable law, and may

make additional payments in the future. Further, GHC affirmatively alleges that, by making such payments in good faith as are submitted to it, it has not waived any rights it has under the Policy.

8. The terms, conditions and provisions of the Policy and applicable law determine GHC's rights of subrogation. Any allegation to the contrary in the Complaint is expressly denied.

Counterclaim Against Plaintiffs

9. GHC asserts its reimbursement and recovery rights against the Plaintiff(s), and against any recovery made by the Plaintiff(s) from any party that may be liable for the injuries or damages sustained by the Plaintiff(s), whether by settlement, verdict or otherwise, to the extent of all payments made and to be made by GHC arising from or related to the accident or injury described in the Complaint.

10. The Plaintiff(s) are required to cooperate with GHC in the prosecution of the claims and causes of action set forth in this Claim and Cross-Claim, including without limitation all contractual claims set forth in the Policy, and do nothing to compromise or hinder that prosecution.

11. GHC requests that the Court adjudicate and protect its rights to the extent necessary and applicable.

Cross-Claim Against Defendants

12. By virtue of the payments GHC made on behalf of the Plaintiff(s), and pursuant to the terms of the Policy, GHC is subrogated to the rights of the Plaintiff(s) against Defendants to the extent of all payments made, and to be made.

13. GHC asserts its subrogation rights against all defendants to the extent of all payments made and to be made by GHC arising from or related to the accident or injury described in the Complaint.

WHEREFORE, GHC, demands judgment in the amount allowed by law and in equity, such further relief as appropriate to protect its equitable rights, together with costs, disbursements, and interest.

Dated this December 6, 2021.

FALK LEGAL GROUP
Attorneys for Group Health
Cooperative of Eau Claire

Electronically Signed by
Katelyn E. Paider

By: Katelyn E. Paider
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